

# **State of Maine**

## **Department of Administrative and Financial Services**



### **Bureau of General Services**

### **Rules Chapter 554**

## **State of Maine Procedures for Procurement of Professional Architectural and Engineering Services**

18-554 DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

BUREAU OF GENERAL SERVICES

CHAPTER 1. STATE OF MAINE PROCEDURES FOR PROCUREMENT OF PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES

SUMMARY: The Bureau of General Services establishes the following procedures for the selection of Architects & Engineers for the design of Public Improvements and Public School Facilities. (Including Consultant Services pertaining to same).

1. DEFINITIONS

For the purpose of this section, unless otherwise indicated, the following words have the following meaning:

CONTRACTING AUTHORITY-includes all State Departments, Agencies and Public School Administrative Units subject to Title 5, Section 1742, Subsection 6.

ADVERTISEMENT-Written description of the services required, and setting forth minimum procedures which an architect or engineer may use to be considered as a candidate in the selection process.

BUREAU-Bureau of General Services.

ARCHITECT-Any individual, partnership, corporation, association or other legal entity licensed to practice architecture in the State of Maine.

ENGINEER-Any individual, partnership, corporation, association or other legal entity licensed to practice engineering in the State of Maine.

FIRM-Any proprietorship, partnership, corporation, association or other legal entity offering architectural or engineering services.

PUBLIC IMPROVEMENT-Defined in Title 5, 2. Section 1741. Includes all "construction, major alteration or repair of buildings or public works now owned or leased or hereafter constructed, acquired or leased by the State of Maine or any department, officer, board, commission or agency thereof, or constructed, acquired or leased, in whole or in part with State funds, and including the construction, major alteration or repair of school buildings, in excess of \$25,000, by any school administrative unit and for which State school construction aid is to be paid, provided that sections 1743 and 1745 shall not be applicable to construction, major alteration or repair of school buildings. Nothing in this section shall apply to the construction, improvement or repair of any and all ways, roads or bridges with appurtenances which, by law, are under the supervision of the Department of Transportation."

PROFESSIONAL SERVICES-Shall be services of an Architect or Engineer in connection with studies or design for public improvements required to be contracted through these procedures. Such services shall be limited to the following:

- A. Architectural and Engineering Design Services (including concept design studies) for the development of a Public Improvement, the construction cost of which is estimated to equal or exceed \$50,000.
- B. Architectural and Engineering Consultant Services estimated to cost in excess of \$5,000 (such as feasibility studies) with no construction value of consequence at the time of the agreement or a study not directly associated with a specific design of a Public Improvement.

ARCHITECTURAL & ENGINEERING FIRM LIST-This listing will be maintained by the Bureau of General Services and will contain the names of all Architectural & Engineering firms who have contacted the Bureau (in writing) expressing an interest to provide professional services related to public improvements.

PROJECT-Any study or design requiring the need for professional services as defined in these procedures.

## 2. SELECTION PROCESS

Any Contracting Authority contemplating the need for professional services (as defined in these procedures) for a public improvement must procure such professional services in accordance with these procedures.

Should the Contracting Authority have any question with these procedures regarding the involvement of any professional services agreement, the Contracting Authority should first contact the Bureau of General Services for clarification.

### A. ADVERTISEMENT

Prior to initiating the process of selecting an architect or engineer for a project, the Contracting Authority shall advertise in the Daily Kennebec Journal at Augusta and in a daily newspaper that serves the area in which the project is located. A copy of the advertisement will be filed with the Bureau of General Services and will be available for review by the Architects and/or Engineers.

#### (1) CONTENT

The advertisement shall contain a brief, but informative, description of the professional services required and the name and address of the individual representing the Contracting Authority in the selection process.

The advertisement should also state the format to be used by the Architect and/or Engineer in submitting information to the Contracting Authority supporting consideration of the firm as a candidate for the project. (The Bureau will make available to the Contracting Authority sample advertisement information).

(2) PUBLICATION

The advertisement shall be published at least two weeks before the selection of the Architect or Engineer. (Large projects may require additional notification time and coverage).

(3) ARCHITECT AND ENGINEER LIST The Bureau shall maintain the Architectural & Engineer Firm List which will be available, upon request, to the Contracting Authority.

B. REVIEW BY CONTRACTING AUTHORITY

(1) SELECTION FOR INTERVIEW

The Contracting Authority shall review all responses to the advertisement and shall select at least three (3) firms to be interviewed for the project. The exact number and particular firms selected for interview will be determined by the character and scope of the Project and the Firms' professional competency as it relates to the Project.

(2) INITIAL INTERVIEW

Each Firm selected for interview shall be notified of the time and place for a personal interview. It is expected that the individual or officer of the Firm who will be directly responsible for the project will personally appear at the interview.

(3) CONDUCT OF INTERVIEW In the case of design projects, allow the Firms adequate opportunity to inspect the site and to prepare for the interview. During the interviews discuss, in depth, the proposed services required; the qualifications and performance records of each Firm; its capability to complete the project within the time allotted, and the qualifications, experience and availability of the specific key personnel to be assigned to the Project. (Bureau will assist with interviews when requested and will provide interview format questionnaire). Determine the names and locations of a number of recent clients for whom the Firm has recently done similar work.

The interview should serve as the basis of the selection arrived at following an evaluation of professional competency and qualifications required for the types of services contemplated. Fee for such services should not be a subject of the interview; but negotiated at fair and reasonable prices following the selection.

(4) REFERENCE CHECK

Check carefully with the recent clients of the Firms and obtain a candid confidential evaluation of the Firm's performance. Do NOT limit this check only to references supplied by the Firms.

(5) EVALUATION

List the three (3) or more Firms interviewed In order of their desirability, taking into account their location, reputation, competency, experience, financial standing, size, personnel available, quality of references, work load and any other factors relevant to the project being considered.

C. FEE NEGOTIATION

(1) SECOND INTERVIEW

Invite the Firm which appears to be the best qualified for the project being considered to appear for a second interview to discuss the project in-depth and to negotiate the fee. The Bureau of General Services will provide assistance in the determination of an acceptable fee.

(2) FAILURE TO REACH AGREEMENT

If the Contracting Authority and the Firm are unable to reach agreement on compensation, the negotiations should be terminated and the Firm notified in writing to that effect. The Firm deemed next best qualified for the project being considered should then be called in to negotiate a fee.

(3) CONFIDENTIALITY OF NEGOTIATIONS

All negotiations should be conducted on a confidential basis and in no event should the negotiations attempt to play off one Firm against another by disclosing the compensation discussed with the other Firm.

(4) FEE SCHEDULE

The basis of the negotiations for a fee should relate directly to the "Recommended Fee Schedule for Design of Public Improvements" established by the Bureau of General Services.

Any variance from the above referred to fee schedule must be justified prior to approval granted by the Bureau. Such justification for a variance would only be approved when the complexity, scope or other considerations pertaining to the Project warrant same.

(5) FEASIBILITY STUDIES

Negotiated fees for feasibility studies will be based upon fees for similar work or studies with comparable complexity In order to determine the reasonableness of the compensation. The Bureau will be available to assist the Contracting Authority in arriving at an acceptable fee for the Project.

D. AGREEMENT

When the Contracting Authority and the Firm agree on an appropriate fee and when the scope of the professional services, the manner of their performance, and any time limitations have been fully disclosed, discussed and agreed upon, the parties should enter into a formal written contract. Standard agreement forms are provided by the Bureau. All agreements are to be executed on these standard forms in the required number of copies, and are subject to the approval of the Director of the Bureau.

E. CERTIFICATION

The Bureau, prior to approval of the Agreement, may require that the Contracting Authority provide certification that these selection procedures were followed. Such certification would include a copy of the actual newspaper advertisement, a list of Firms who indicated an interest in the Project, a list of the Firms interviewed and any other documentation requested by the Bureau.

3. RENOVATIONS

The Contracting Authority, with prior approval of the Bureau, may interview or negotiate directly with a Firm (who designed the original facility) for a major renovation or addition to such facility provided the renovation or addition takes place within five (5) years from the date of the original project acceptance.

4. EMERGENCY PROCEDURE

Nothing In these procedures is to limit or prevent the head of any agency, board, commission, department of State government or School Administrative Unit from taking action under Title 5, Section 1742, Subsection 21.

AUTHORITY: 5 MRSA §1742, Subsection 6.

EFFECTIVE DATE: July 3, 1980.

AMENDED (EMERGENCY): June 28, 1985 - Section 1, definition of "Professional Services" deleted and replaced.

EFFECTIVE DATE (ELECTRONIC CONVERSION): May 1, 1996

NON-SUBSTANTIVE CORRECTIONS: August 13, 1996 - minor spelling submitted by the agency.

## STATE OF MAINE GUIDELINES FOR A/E PROCUREMENT

PREPARED BY THE BUREAU OF PUBLIC IMPROVEMENTS (referred to as the Bureau) to assist owners in accordance with the Procedures for the Procurement of Professional Architectural & Engineering Services.

Once the Contracting Authority (owner) has made the decision to proceed with a particular project, it will be necessary for the owner to develop a basic concept program for the project before Initiating action relating to the selection of A/E. This concept should contain such things as the need for the project, the design objectives; together with estimated project cost, although at this point In time such an estimate may, in effect, be nothing more than a "ball park" figure. Upon the completion of the conceptual development of the project, the following steps should be undertaken regarding the selection of an A/E firm who will provide the necessary professional services for the project.

### A. OWNER A/E SELECTION COMMITTEE

Prior to any action regarding the selection of the A/E, it is recommended that the owner establish an A/E Selection Committee. This A/E Selection Committee would have the responsibility of preparing the advertisement, screening the list of A/E's who indicate an interest In the project, selecting those firms who are to be Interviewed and following the interview, making the final selection of the firm to be commissioned for the project. The Bureau would suggest this Selection Committee be composed of approximately 5-7 Individuals. Individuals should be selected for this Committee on the basis of their association with the project; either from program or administrative responsibilities. The Bureau will, upon request, make available a representative to assist this Committee in Its responsibilities.

### B. ADVERTISEMENT

It will be necessary for the A/E Selection Committee to prepare an advertisement which, in accordance with the statutory requirements, must be placed in a newspaper serving the locality in which the project is to be located. Also, in accordance with the procedures established, the same advertisement must appear in the Daily Kennebec Journal In Augusta. By placing all ads in the Daily Kennebec Journal in Augusta, a central location will be provided where all interested A/E's can be made aware of the potential needs for their services. The Bureau would also suggest that the owner place the ad or similar notification of the project in the various professional and industry bulletins and news letters. Contact the Bureau and you will be furnished the names of the various media news letters.

The Procedures contain a requirement to publish the advertisement at least two weeks before the selection. This should be considered the minimum notification. However, many of the larger projects will require a longer advertising period. For the larger more complex projects a 30-day advertising period would be more practical. The advertisement should contain a brief description of the project, including but not limited to; the project title, the general scope of the project, and any other pertinent information which would permit Interested A/E's a better understanding of the services required. Also, it will be necessary for the ad to

contain a submission deadline for the interested firms, together with the name of the owner's representative to whom their letters should be addressed. Along with the A/E firms' letters of interest, the owner should receive from each firm, information demonstrating the firm's understanding of the project, evidence of the firm's ability to perform, profiles of the firm's personnel, and the firm's fiscal stability; together with references with whom the owner may contact regarding the firm's previous projects. A sample advertisement is contained in the Appendix.

Also the owner may contact the Bureau for a list of A/E's who have previously filed with the Bureau, indicating an interest in providing the required services. The owner can then send the advertisement directly to any of these A/E firms contained on the Bureau's list.

#### C. REVIEW OF A/E'S WHO INDICATE INTEREST IN PROJECT

The A/E Selection Committee should carefully review all of the background Information submitted by each of the firms expressing an interest in the project. The Committee should evaluate, in-depth, the evidence presented by the firm indicating the firm's ability to perform, the experience of the firm's personnel, a listing of the firm's previous experience (on similar projects and also projects not related), and the firm's references. The bureau certainly cannot overemphasize the importance of the A/E Selection Committee to check the references given by various firms prior to selecting the firms for interviewing. It is also important that the Committee check on previous projects involving the firm but not listed for reference purposes in the material submitted by the firm.

#### D. SELECTION OF THE FIRM'S FOR INITIAL INTERVIEW

In accordance with the adopted procedures it will be necessary to select a minimum of three firms for interview and the Bureau would suggest this number be increased to 5 or 6 firms. To interview more than the maximum of 5 or 6 as suggested, many times tends to dilute the value of the interview process. If, after advertising the project in accordance with Procedures for Procurement of Professional Architectural & Engineering Services, less than three firms respond indicating an interest in the project, the owner should proceed with the selection process in accordance with the balance of the procedures. Following the screening as described above, the A/E Selection Committee should call in those firms for interview that appear to be best able to provide the necessary professional services for the particular project involved. Once the A/E Selection Committee has made its decision on the firms to be interviewed, a letter should be forwarded to each of the firms so selected, indicating the date of the interview and the location. Any additional project information, such as a more definitive concept program, should be forwarded to these firms being interviewed. It is suggested that, unless there are most unusual circumstances surrounding the project, that the interviews normally last approximately 20-45 minutes. a one - hour schedule permits ample time for the interview and still allows a "break" between on interview and the next. This "break" allows the members to discuss certain aspects of a particular interview, prior to entering in the ex interview. Letter should also be forwarded to those firms not selected for interview.. It is certainly proper that firms not selected be made aware of the owner's



gratefulness for interest they have shown in the project. Samples of both of the above referred to letters are contained in the Appendix. A sample interview questionnaire is also contained in the Appendix. The purpose of this questionnaire is to see that each interviewed is asked the same basic questions and that in each case, the firm's response is noted. It is important, also, that the questions not be presented in the format of an "oral examination." Committee members should attempt to establish an informal, relaxed atmosphere, where both parties involved; the owner and the firm being interviewed, can more easily obtain a better understanding of each other's position during the interview.

#### E. INTERVIEW PROCESS

During the interview, the A/E Selection Committee members should, through in-depth discussion with the representatives of the firms, attempt to determine the firm's basic understanding of the project and a general philosophy regarding the firm's approach to the particular project. The in-depth discussion with the firm's representatives should include discussion involving the following items of extreme importance in the selection process. (Items are not listed in order of importance, are not of equal weight and the relative importance of the items vary from project to project).

- (1) Education and experience of principals and key employees.
- (2) Firm's history of performance on previous projects.
- (3) Adequacy of personnel and equipment to perform work.
- (4) Names of personnel who will be assigned to project and their qualifications, responsibilities, and previous record.
- (5) Firm's general approach to planning, organizing, and management of project, including approach to problem solving, data gathering and communications.
- (6) Firm's facilities and equipment, such as computer, reproduction, laboratory and test equipment-if required.
- (7) Present workload with attention to present and future commitments, particularly those personnel to be assigned.
- (8) Financial stability.
- (9) Recommendations and opinions from firm's previous clients. Ability to meet deadlines, budget control, sense of responsibility and quality of service.
- (10) On-site examination of firm's current or completed projects.
- (11) Location of firm's office.
- (12) Firm's ability to secure professional liability insurance.

Based upon the discussion of the above items and other pertinent information, the A/E Selection Committee should establish a ranking order of preference 1-2-3 ... with the number 1 firm judged the most qualified for the particular project.

Evaluation and ranking is sensitive and requires a good deal of time. Members of the A/E Selection Committee must be accountable. They should, therefore, involve more than one knowledgeable person, keep accurate records of all correspondence, memos, evaluation sheets, evaluation criteria and competitors submissions.

It is important for the A/E Selection Committee to determine the ranking of the interviewed firms on the basis of their professional capability in accordance with the criteria listed above. There is no need, nor should there be, for any discussion of fee during this Interview process. In accordance with the legislation which mandates this selection process, the "contracts for Architectural/ Engineering Services be negotiated by the Contracting Authority on the bases of evaluation of professional competency and qualifications required for the type of services contemplated at fair and reasonable rates." A discussion of fees during the Interview process, involves the negotiating process which should commence only after the Interviewed firms have been arranged in a rating order as indicated.

#### F. NEGOTIATION PROCESS (2ND INTERVIEW)

The A/E Selection Committee should invite the firm selected as most qualified to present a comprehensive proposal. This proposal

should be requested from the selected firm after the Committee has established a clear definition of services to be rendered and forward same to the firm. Following receipt of the firm's proposal based upon the clear definition of services to be rendered, a meeting should be arranged between the selected firms and the Committee to allow for evaluating and, if necessary, modifying the original proposal.

The firm's proposal submitted should be based upon the Bureau's Recommended Fee Schedule for Design of Public Improvements. Any negotiations will be judged in relationship to this fee schedule. Such negotiations should give consideration to the following:

- (1) Project time schedule and budget
- (2) Manpower requirements
- (3) Level of effort-scope and complexity of project
- (4) Research required
- (5) Areas of responsibility

(6) Fee and method of payment.

Should the Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the Committee determines to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Committee shall terminate negotiations. The Committee shall then undertake negotiations with the third most qualified firm, and so on.

It would be most unusual if the Committee found it necessary to negotiate beyond the second qualified firm. If it were necessary to go to the third qualified firm or beyond, it would seem reasonable that the process should be suspended and the scope and complexity of the project be, once again, reviewed. In such a case, the Bureau would be in a position to assist the owner in this situation.

## PROFESSIONAL AGREEMENT

When an acceptable fee has been successfully negotiated, the terms of such negotiations should be reduced to writing on the BPI standard contract agreement form. Basically, there are two standard forms used for such agreements. The first is known as the short-form, which is used primarily for preliminary design/concept services relating to public school facilities and for engineering feasibility studies. The second is what is known as full or basic services agreement. Copies of both these agreement forms are contained in the Appendix. For projects considered State projects, it will be necessary to execute the agreement in 6 copies. For professional agreements involving public school facilities, it will be necessary to prepare 4 copies of the agreement. The bureau will be available to assist in the preparation of these agreement forms. The agreement should be executed (in the necessary numbers as indicated above) by the Contracting Authority and a principle of the design firm and then forwarded to the Bureau for approval by that office. Once approved by the Bureau, copies will be distributed to all parties involved with the project.

### H. METHODS OF PROFESSIONAL COMPENSATION

The Bureau will assist the owner in preparing the agreement and offer advice regarding the method of compensation adopted for each particular project. Listed below are the basic forms of compensation utilized.

- (1) LUMP SUM. When it is possible to define precisely the scope of the project and the professional services to be performed, a Lump Sum may be agreed upon for the total compensation. The scope of the services should be described completely in the agreement to avoid possible misunderstanding. Payment for extra work requested should be provided for upon a predetermined basis.
- (2) PAYROLL COST TIME A MULTIPLIER. Accurate definition of the work required often is impossible to determine at the inception of a project. Payroll costs (salary plus costs covering vacation, sick leave, payroll

records and various types of insurance and other fringe benefits) for personnel assigned to the working on the project times a multiplier to cover overhead and profit, is a method for determining compensation equitable to both parties. This multiplier usually ranges from 2.00 upward. All costs (payroll and overhead) plus a fixed dollar amount is a variation of the payroll times a multiplier method and may be used when general but not precise scope of the project is known. In addition to compensation as computed by this method, reimbursement is made for travel, subsistence, telephone, telegraph, prints and similar out-of-pocket expenses required specifically for the project. A "not to exceed amount" should be incorporated in this type of agreement.

- (3) **RATE PER DAY PLUS EXPENSES.** Rates per day for personnel plus out-of-pocket expenses required for the project normally are used for short-term engagements, especially for personal services involving advice, consultation and reports, investigations, litigation, appearance before commissions and courts and similar type of activities for which little or no design, detailed drafting, or other services are required. A "not to exceed amount" should be incorporated in this type of agreement.
- (4) **PERCENTAGE OF CONSTRUCTION COSTS** Fees for design services for facilities to be constructed frequently are based upon a percentage of direct construction cost. This fee basis is applicable proportionate to the cost of the project.

#### RECOMMENDED FEE SCHEDULE FOR DESIGN OF PUBLIC IMPROVEMENTS

Prepared By: Bureau of General Services Dept. of Finance & Administration

July 3, 1980

The Bureau of Public improvements has prepared this Recommended Fee Schedule to assist Owners in negotiating A/E fees. This fee schedule is based upon a review of current projects and one considered to represent fair and reasonable prices for A/E professional services. However, due to varying project requirements, it is suggested that this schedule be used as the basis of the fee negotiation; thus, permitting variations in the fee in order to recognize individual project requirements.

The Bureau will continually monitor the prevailing reasonable rates and as a result of such review may periodically reissue the schedule and/or adjustments to it.

## BASIC SERVICES

The Recommended Fee Schedule for Design of Public Improvements is directly related to the basic services provided by A/E's as indicated in Article 11 of the standard Agreement Between Owner & Architect or Engineer for the Design of Public School Projects (and/or) State Projects. These basic services are enumerated below.

### SCHEMATIC DESIGN PHASE

In this phase the Designer shall ascertain the requirements of the project by consulting with the Owner and the Bureau of General Services (hereafter referred to as the Bureau) and shall prepare schematic design studies which shall indicate the concept of the project, including the proposed general shape, size and type of construction. The Designer shall prepare and submit to the Owner and the Bureau a statement of probable construction cost based on area, volume, or other current unit costs, adjusted for the project under consideration. During this phase the Designer shall furnish sketch evaluation or a perspective, appropriately colored, if desired, of the proposed building which shall become the property of the Owner. If the "professional" nature the Owner shall so direct the Architect and will reimburse the Architect for the cost of the same. Concurrently with the preparation of the schematic design, the Designer shall determine from competent authority any of the following factors in conflict with use of the site as proposed:

- (1) zoning regulations
- (2) sanitary codes
- (3) health and fire laws
- (4) local ordinances

and shall report his findings thereon to the Owner when submitting the plans, etc.

### PRELIMINARY DESIGN PHASE

These drawings shall show the extent of the site; location of project on the site; type of foundation, the proposed floor plans; elevations and working sections; and shall be sufficiently developed so as to fix and illustrate the size and character of the project in all of its essential particulars. The Designer shall furnish outline specifications describing the important items of work including the structural, mechanical, and electric systems, materials and such other essentials as may be appropriate. With the outline specifications, the Designer shall furnish a realistic estimate of construction cost predicated on the outline specifications and the drawings for this phase.

### FINAL DESIGN PHASE

These are logical and final developments of the foregoing preliminary design phase. They are a part of the construction contract documents and as such must explain in complete detail the full scope of the work included in the contract and to be performed under the same. A final detailed estimate of the cost of construction predicated on these detail drawings and specifications shall accompany them.

## BIDDING PHASE

The Architect, following the Owner's approval, of the final design plans and specifications, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

## CONTACT ADMINISTRATION

The contract administration phase will commence with the award of a contract and will terminate at the end of the year's guarantee period, which guarantee period shall commence upon the issuance of a certificate of acceptance of a construction project. The designer's administration of the construction contract is understood to include, but is not limited to the following:

- (1) to furnish to Owner and Bureau monthly reports of inspection and progress.
- (2) To furnish comprehensive reports on necessary change orders with recommendations regarding the same.
- (3) To preside at the pre-construction conference and monthly job meeting and provide reports on same to the Owner and the Bureau.
- (4) To check and approve partial payment requisition submitted by contractors.
- (5) The Designer shall review and approve shop drawings, samples, and other submissions of the contractor only for conformance with the design concept of the project and for compliance with the information given in the contract documents .
- (6) To make a final inspection of the project with Owner, the Bureau, and the Contractor.
- (7) To make an inspection prior to expiration the guarantee period and report on observable defects of material and workmanship requiring correction by the contractor under his contract.
- (8) When authorized by the Owner he shall employ and pay for the services of a Resident Inspector as needed who shall be acceptable to the Owner and the Bureau, both as to person and salary (Reimbursable Expense).

## ADDITIONAL SERVICES NOT INCLUDED IN BASIC SERVICES

The following services are not included in the basic service fee. If any of these additional services are authorized, additional reimbursement must be considered.

- (1) Providing special analyses of the Owner's needs, and programming the requirements of the Project.
- (2) Providing financial feasibility or other special studies.

- (3) Providing design services relative to future facilities, systems and equipment which is not intended to be constructed as part of the Project.
- (4) Providing interior design and other services required for or in connection with selection of furniture and furnishings.
- (5) Providing services for planning tenant or rental spaces.
- (6) If, at any time after acceptance by the Owner and the written approval of the Bureau of the design phases, he shall, through no fault of his, be required by the Owner and the Bureau to make substantial changes in detail plans and specifications, he will make the required changes, and will be entitled to just and equitable compensation; thereof, He, the Owner, and the Bureau will agree upon the basis of such compensation before beginning such work.
- (7) Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing his contract. professional services of the type as may be required in connection, with the replacement of such work.
- (8) Providing professional services made necessary by the default of the Contractor.
- (9) Providing Contract Administration and observation of construction after the approved completion date has been exceeded by more than twenty percent through no fault of the Architect.
- (10) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- (11) Providing services or professional consultants (request and approved by Owner) for other than normal structural, mechanical and electrical engineering services for the project.
- (12) Prior to final payment of Designer's fee, adjustment consideration shall be given to contract change orders. (See Article IV - Standard agreement).
- (13) Prior to or during the final phase, fee adjustments for alternates will be considered for specific circumstances involved. (See Article IV - Standard agreement).

# STATE OF MAINE ARCHITECTURAL PROJECTS SCHEDULE OF RECOMMENDED FEES

Revised Schedule 2/89

| New Construction Cost   |                 | A<br>Rate | B<br>Rate | C<br>Rate |
|---|-----------------|-----------|-----------|-----------|
| \$50,000  | and below       | 10.0      | 11.0      | 12.0      |
| \$50,000  | to \$99,999     | 9.5       | 10.5      | 11.5      |
| \$100,000   | to \$149,999    | 9.2       | 10.2      | 11.2      |
| \$150,000   | to \$199,999    | 8.9       | 9.9       | 10.9      |
| \$200,000   | to \$299,999    | 8.5       | 9.5       | 10.5      |
| \$300,000   | to \$399,999    | 8.2       | 9.2       | 10.2      |
| \$400,000   | to \$499,999    | 8.0       | 9.0       | 10.0      |
| \$500,000   | to \$599,999    | 7.9       | 9.9       | 9.9       |
| \$600,000   | to \$699,999    | 7.8       | 8.8       | 9.8       |
| \$700,000   | to \$799,999    | 7.7       | 8.7       | 9.7       |
| \$800,000   | to \$ 899,999   | 7.6       | 8.6       | 9.6       |
| \$900,000   | to \$ 999,999   | 7.5       | 8.5       | 9.5       |
| \$1,000,000   | to \$1,499,999  | 7.3       | 8.3       | 9.3       |
| \$1,500,000   | to \$1,999,999  | 7.1       | 8.1       | 9.1       |
| \$2,000,000   | to \$2,499,999  | 7.0       | 8.0       | 9.0       |
| \$2,500,000   | to \$2,999,999  | 6.9       | 7.9       | 8.9       |
| \$3,000,000   | to \$3,999,999  | 6.8       | 7.8       | 8.8       |
| \$4,000,000   | to \$4,999,999  | 6.7       | 7.7       | 8.7       |
| \$5,000,000   | to \$6,999,999  | 6.5       | 7.5       | 8.5       |
| \$7,000,000   | to \$8,999,999  | 6.3       | 7.3       | 8.3       |
| \$9,000,000   | to \$10,999,999 | 6.1       | 7.1       | 8.1       |
| \$11,000,000  | to \$14,999,999 | 6.0       | 7.0       | 8.0       |
| \$15,000,000  | to \$9,999,999  | 5.9       | 6.9       | 7.9       |
| \$20,000,000  | to \$29,999,999 | 5.8       | 6.8       | 7.8       |
| \$30,000,000  | to \$50,000,000 | 5.7       | 6.7       | 7.7       |
| For renovation projects add to<br>percentage above<br>for that portion of the project that is renovation. |                 | 2.0       | 2.5       | 3.0       |

## EXAMPLES OF BUILDINGS ACCORDING TO DEGREE OF COMPLEXITY

|        |   |
|--------|---|
| A-Rate | For structures of simple architectural character such as : Warehouses, Garages, Hangers, Garages, Loft Buildings, Parking Structures.   |
| B-Rate | For structures of usual architectural character such as: Office Bldgs. and Institutional Bldgs., Schools, dormitories, College Buildings (except special purpose Laboratories and Clinics Armories)         |
| C-Rate | For structures of individual or specialized architectural character: Libraries, Communications Buildings, including Radio and TV Studios, Clinics, Laboratories, health Centers Theaters (Performing Arts). |

The fees above are based on the cost of construction and apply to lump sum, single contractor contracts. Where separate contracts are involved or where the



construction is to be performed on a cost plus fee basis, and additional charge should be negotiated. When new additions are combined with alterations to an existing building, the fee should be adjusted based on value proportionately in accordance with the schedule. For multiple and different uses occurring in a single building, the fee may be adjusted proportionately to each occupancy. The fee for multiple or repetitive units, employing one or more repeated plans, should be negotiated.

#### STATE OF MAINE ENGINEERING PROJECTS SCHEDULE OF RECOMMENDED FEES

| New Construction Cost   |              |              | A<br>Rate | B<br>Rate | C<br>Rate |
|---|--------------|--------------|-----------|-----------|-----------|
| \$ 50,000   |              | and below    | 11.8      | 13.4      | 15.0      |
| \$ 50,000   | to           | \$99,999     | 11.0      | 12.3      | 12.6      |
| \$ 100,000  | to           | \$149,999    | 10.5      | 11.7      | 12.3      |
| \$ 150,000  | to           | \$199,999    | 10.1      | 11.2      | 12.0      |
| \$ 200,000  | to           | \$299,999    | 9.6       | 10.5      | 11.4      |
| \$ 300,000  | to           | \$399,999    | 9.3       | 10.1      | 10.9      |
| \$ 400,000  | to           | \$499,999    | 9.0       | 9.8       | 10.5      |
| \$ 500,000  | to           | \$599,999    | 8.7       | 9.5       | 10.3      |
| \$ 600,000  | to           | \$699,999    | 8.6       | 9.3       | 9.9       |
| \$ 700,000  | to           | \$799,999    | 8.4       | 9.1       | 9.8       |
| \$ 800,000  | to           | \$899,999    | 8.3       | 9.0       | 9.7       |
| \$ 900,000  | to           | \$999,999    | 8.2       | 8.9       | 9.5       |
| \$ 1,000,000  | to           | \$1,499,999  | 7.8       | 8.5       | 9.2       |
| \$ 1,500,000  | to           | \$1,999,999  | 7.7       | 8.3       | 8.9       |
| \$ 2,000,000  | to           | \$2,499,999  | 7.6       | 8.2       | 8.7       |
| \$ 2,500,000  | to           | \$2,999,999  | 7.5       | 8.1       | 8.6       |
| \$ 3,000,000  | to           | \$3,999,999  | 7.4       | 8.0       | 8.5       |
| \$ 4,000,000  | to           | \$4,999,999  | 7.3       | 7.9       | 8.4       |
| \$ 5,000,000  | to           | \$6,999,999  | 7.1       | 7.7       | 8.2       |
| \$ 7,000,000  | to           | \$8,999,999  | 6.9       | 7.5       | 8.0       |
| \$ 9,000,000  | to           | \$10,999,999 | 6.7       | 7.3       | 7.8       |
| \$ 11,000,000 to  | \$14,999,999 |              | 6.6       | 7.2       | 7.7       |
| \$ 15,000,000 to  | \$19,999,999 |              | 6.5       | 7.1       | 7.6       |
| \$ 20,000,000 to  | \$29,999,999 |              | 6.4       | 7.0       | 7.5       |
| \$ 30,000,000 to  | \$50,000,000 |              | 6.3       | 6.9       | 7.4       |
| For renovation projects add to<br>percentage above<br>for that portion of the project that is renovation. |              |              | 2.0       | 2.5       | 3.0       |

## EXAMPLES OF PROJECTS ACCORDING TO DEGREE OF COMPLEXITY

|        |   |
|--------|---|
| A-Rate | Avg. parks, marinas, rec. areas design. Avg. foundation design. Sewage collection over 24" diam. in rural and lightly built-up areas. Retaining wall, storm sewers and drains of avg. complexity. Avg. electrical design. Avg. structural design. Ave. mechanical design. Roads, streets, small bridges and fills of avg. complexity. Airports with simple terminal facilities. Simple waterfront facilities. Small dams of avg. complexity.  |
| B-Rate | Complex electrical design. Complex structural design. Complex Mechanical design. Air pollution abatement, control, and testing. Sewage Treatment Facilities. Roads, streets and Asymmetric bridges in urbanized areas. Water treatment facilities of avg. complexity. Avg. telecommunication facilities and systems. Avg. acoustical engineering. Pumping stations. Intercepting and relief sewers. Complex parks, marinas, recreational areas designs. Complex foundation designs. Sewage collection up to 24" diam. in rural and lightly built-up areas. Airports with extensive terminal facilities. Bulk cargo handling facilities, liquid/solid. Pipelines, Ports, and Harbors. Transmission and distribution (electrical-telephone). Large dams or complicated small dams. Incinerators, Complex retaining walls, roof(s) etc. Complex storm sewers and drains solid waste disposal design. |
| C-Rate | Electrical designs requiring extensive controls and instrumentation. Usually complex structural design. Foundation designs requiring unusual approaches or extremely complex soils analysis. Sewage treatment facilities of unusual complexity. Waste treatment facilities of unusual complexity. Complex acoustical engineering. Storm sewers and drains in heavily urbanized areas. Mechanical design for structures requiring extensive controls, instrumentation and interfacing. Sewage collection in heavily urbanized areas. Extremely complex bridges. Ports and Harbors with complex design consideration. Complex marine engineering. Aeronautical engineering. Rehabilitation projects of a complex nature.  |

For many engineering projects, it is most difficult to establish an exact rate or degree of complexity. This is due to the many varying engineering functions within any given project. In such cases, the fee can be negotiated on the basis of estimated man hours and an acceptable hourly rate (x a multiplier, if applicable). the fee schedule can then be used as a guide reference to support such a negotiating process.

## PAYMENT SCHEDULE

Payment to the A/E for professional services included in the standard Agreement Between the Owner and Architect or Engineer for the Design of Public School Projects (and/or) State Projects shall be in accordance with the following schedule:

|                          |      |
|--------------------------|------|
| Schematic Design Phase   | 15%  |
| Preliminary Design Phase | 35%  |
| Final Design Phase       | 75%  |
| Bidding Phase            | 80%  |
| Contract Administration  | 100% |

Payment during the construction phase of the remaining 20% of the A/E fee shall be in relationship to the construction progress.

#### REIMBURSABLE EXPENSE FOR RESIDENT INSPECTOR (CLERK OF WORKS)

The Owner will reimburse the A/E for the cost of a Clerk of the Works in accordance with the following:

- (1) Regular Employee or Project Employee -- Reimbursement at pay rate cost times a multiplier of 2. (Multiplier may vary with project conditions.)
- (2) Contract Employee -- An individual hired specifically for the project as an independent contractor. Reimbursement at the actual contract.

Additional copies of the Recommended Fee Schedule available upon request.